

Agenda Item Form

Agenda Date: 07/07/04

Districts Affected: Citywide

Dept. Head/Contact Information: Information Technology, Tony Montoya, (915) 541-4288

Type of Agenda Item:

- | | | |
|--|---|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contracts</u> | | |

Funding Source:

- ☒ General Fund
☐ Grant (duration of funds: _____ Months)
☐ Other Source: _____

Legal:

- ☐ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

Individuals' contracts are being renewed for positions of PC LAN I & II. They are currently assigned to the Information Services office of IT, and are responsible for providing technical support on all hardware and software owned by the City of El Paso. Contract employees, contracts must be approved by City Council before she can assume her duties.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Compensation for these Individuals will be as follows:

Kevin Covington:	\$1510.43	PC LAN II
Cynthia Loya	\$1559.42	PC LAN I
James Mundwiler	\$1445.53	PC LAN I
Maria Rosales	\$1526.23	PC LAN I
Aaron Frampton	\$1546.62	PC LAN II

Statutory or Citizen Concerns:

None

Departmental Concerns:

Department needs to have these resources in place due in order to provide continued technical support to all hardware and software applications within the City of El Paso.

25 JUL 2004 12:42
INFORMATION TECHNOLOGY

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **JAMES A. MUNDWILER**, to assist the Information Technology Department as a PC LAN Specialist I at a biweekly rate of \$1,445.53 for 40 hours per week. The term of the contract shall be for the period of July 7, 2004 through July 6, 2006.

APPROVED this 7th day of July, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **JAMES A. MUNDWILER**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the Information Technology Department, desires to employ the Employee as a PC/LAN Specialist I; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Information Technology Department, in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about July 7, 2004 and be completed by July 6, 2006.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid at a biweekly rate of One Thousand Four Hundred Forty-Five and 53/100 Dollars (\$1,445.53). The employee shall work a minimum of forty (40) hours per week. Employee is classified as an non-exempt employee under FLSA and is eligible for overtime pay. In the event that Employee works in excess of forty (40) hours per week, Employee shall be paid overtime in accordance with the Fair Labor Standards Act. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be

eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, he shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Information Technology Department, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out his duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent

by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee
at the following addresses:

CITY: City of El Paso
Information Technology Department
Attn: Director
#2 Civic Center Plaza
El Paso, Texas 79901

EMPLOYEE: James A. Mundwiler

IN WITNESS WHEREOF the parties have executed this agreement at El Paso,
Texas this 7th day of July, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

James A. Mundwiler
SSN:

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Tony Montoya, Director
Information Technology Department

ATTACHMENT A
SCOPE OF DUTIES STATEMENT

PC/LAN SPECIALIST I

(EL PASO CONTRACT POSITION)

Summary

Under general supervision, provide primary client support in a networked personal computer environment, and refer more complex technical issues to higher level staff.

Typical Duties

Provide primary technical support to clients in support of their daily business functions. Involves: Configure personal computers with standard office applications and installing at client locations. Ensure network connection to existing cable plants. Install and configure new software and hardware. Add, change or remove client accounts in accordance with security policy and set up client e-mail accounts and distribution lists. Verify network data access requests before providing access to network resources. Ensure system resources are secure from unauthorized computer access.

Perform network resource maintenance and troubleshoot and correct system problems. Involves: Manipulate print jobs in printer queues, abort or cancel jobs as needed or requested. Troubleshoot printer connections as needed. Assist in managing CD-ROM towers and optical storage devices by testing, loading and controlling access to applications or data. Identify source of hardware or software problems and take appropriate corrective action. Confer with higher level staff in resolving complex hardware or software problems. Document all trouble reports in help desk software.

Perform related duties as assigned. Involves: Substitute for immediate supervisor or coworkers during temporary absences. Participate as a team member on projects.

Minimum Qualifications

Training and Experience: Equivalent to a combination of an Associate's degree in Computer Information Systems, Microcomputer Technology or a related field, and one (1) year of computer hardware and software support experience with local area networks.

Licenses and Certificates: Some positions may require a valid Texas Class "C" Driver's License or equivalent issued by another state by time of appointment.

Special Requirements: Be available for work beyond standard workday or workweek hours as necessary.

RESUME

James A. Mundwiler

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EDUCATION

September 2001 - Present University of Texas at El Paso: El Paso, Texas
Major: Computer Science

August 1995 - May 2000 El Paso Community College: El Paso Texas
Associate of Arts Degree: Business Administration
Associate of Science Degree: Mathematics
G.P.A.: 3.985

September 1991 - March 1992 Naval Air Technical Training Center: Millington, Tennessee
Major: Aviation Electrician's Mate
Degree: Certificate of Completion

EMPLOYMENT HISTORY

June 1991 - June 1994 United States Navy
Rank: Aviation Electrician's Mate Third Class (E-4)
Duties: Night Shift Assistant Supervisor of Line Division

October 1997 - October 2000 Consolidated Data Processing (County)
Position: Computer Operator I
Duties: Complete RS/6000 and AS/400 backups, Run County backups and jobs submitted, Print and sort reports, IPL IBM 205 when needed, Complete City jobs after City Operator goes off duty

November 2000 - June 2002 Information Services, City of El Paso
Position: Computer Operator I
Duties: Nightly backups, Run jobs submitted, Print and sort reports, Management of City Internet and Network Policy Database, working in PC Group to maintain PCs, and network services in City Hall.

June 2002 - Present Information Services, City of El Paso
Position : PCLAN 1
Duties: Maintain PCs and Servers in the City and Police networks. System Administrator of the Police old TIBURON RMS, new INTEGRAPH RMS systems. Maintain the Border Partners Portal for the Auto Theft Task Force. Assist in the upgrade of the Police network.

SKILLS / QUALIFICATIONS

A+ Certified Professional
Microsoft Access
Microsoft Word

Microsoft Excel
Windows 9X, NT, 2000, XP
Accounting

Basic Paris
JES / MVS commands
Open VMS